



Request for Qualifications

Aircraft Rescue and Fire Fighter Training

Issued: March 9, 2015

**Department of Port Control
Cleveland Hopkins International Airport
5300 Riverside Drive
P.O. Box 81009
Cleveland, Ohio 44181-0009
Phone: 216-265-6149
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ATTACHMENTS:

Northern Ireland Fair Employment Practices Disclosure
Request for Taxpayer identification Number
Affidavit
Non-Competitive Bid Contract Statement for Calendar Year 2015
Sub-contractor Addition and Substitution Policy
Local Producer/Local Sustainable Business Ordinance

INTRODUCTION

The City of Cleveland, owner and operator of Cleveland Hopkins International ("CLE") and Burke Lakefront ("BKL") airports, through its Director of Port Control ("Director"), invites written Statements of Qualifications from Consultants that have the requisite, demonstrable competence and experience to provide a mobile aircraft firefighting trainer ("MAFT") and certified fire instructors for "live" fire training and safety briefings to include NFPA 1403 certification (the "Project"). Qualified Consultants either singly or in joint venture or other legal arrangements ("Consultant") must have the requisite, demonstrated competence and experience in and a thorough knowledge of the required firefighting procedures and techniques needed to save lives when an aircraft accident/incident occurs. The MAFT will also be utilized at the CLE tri-annual disaster drill in September 2015 and the BKL tri-annual disaster drill in August 2016.

A pre-qualification conference will be held at the at the Department of Port Control, Cleveland Plus Room, Cleveland Hopkins International Airport, 5300 Riverside Drive, Cleveland, Ohio 44135 on Wednesday, March 18, 2015 at 10:00 a.m. local time. The Cleveland Plus Room is located on the baggage claim level of the passenger terminal building of Cleveland Hopkins International Airport. At that time, interested parties may ask questions pertaining to this Request for Qualifications. For reasons of security, those planning to attend the pre-qualification conference must register by Monday, March 16, 2015 by calling Louis Rice at (216) 265-6149 or by e-mail to lrice@clevelandairport.com. When registering, it will be necessary to provide the names of all attendees. It is also advantageous to provide e-mail addresses for all attendees, although it is not required. Consultants are encouraged to attend the conference although attendance is not mandatory.

Each Consultant shall submit seven (7) complete Statements, consisting of one (1) unbound original, five (5) identical bound copies and one (1) digital copy in either Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf) format, to the City no later than 4:00 p.m. local time on Wednesday, April 8, 2015. No Statements shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City.

Sealed Statements may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: **Statement of Qualifications: Aircraft Rescue and Fire Fighting Training.**

Cleveland Airport System
Department of Port Control
Administrative Offices
5300 Riverside Drive
P. O. Box 81009
Cleveland, Ohio 44181-0009
Attention: Louis Rice

If Statements are hand-delivered, Statements should be addressed as above and taken to the Airport Information Counter located in the center of the ticketing level of the passenger terminal building at Cleveland Hopkins International Airport.

The Director reserves the right to reject all Statements or portions of any or all Statements, to waive irregularities and technicalities, to re-advertise or to proceed to provide the service otherwise in the best interest of the City. The Director may, at his sole discretion, modify or amend any and all of the provisions herein.

The Department of Port Control ("Department") has instituted a new program whereby interested parties may receive this Request for Qualifications through the City of Cleveland's website and the Department's website along with all applicable documentation and mailing lists. Please refer to the following websites for access to the Request for Qualifications:

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/Finance/RFP>

[http://www.clevelandairport.com/Doing-Business/Bids--RFPs-\(1\).aspx](http://www.clevelandairport.com/Doing-Business/Bids--RFPs-(1).aspx)

NOTE: In an effort to comply with the City of Cleveland's green initiatives, the Department of Port Control will advertise all future Requests for Proposals and Requests for Qualifications on the websites listed above together with all supporting documentation. A Letter of Invitation will be released as notification of the publication of Request for Proposal or Request for Qualifications for future projects.

All future documentation including addenda, response to questions, schedule changes, additional requirements for the Aircraft Rescue and Fire Fighting Training will be posted on the above sites as no additional paper mailings will be made for this Project. Upon receipt of a Letter of Invitation, it is requested that interested Consultants contact Louis Rice via e-mail: lrice@clevelandairport.com as confirmation of receipt and interest.

1. BACKGROUND

The City of Cleveland ("City"), owner and operator of the Cleveland Airport System, consisting of CLE and BKL, invites written Statements of Qualifications from Consultants that have the requisite, demonstrable competence and experience to provide a mobile aircraft firefighting trainer ("MAFT") and certified fire instructors for "live" fire training and safety briefings to include NFPA 1403 certification.

The Federal Aviation Administration issues regulations and prescribes standards for the training of aircraft rescue and fire fighters ("ARFF") on United States airports certified under 14 Code of Federal Regulations Part 139. Part 139 requires that all ARFF personnel complete mandatory classroom training and to participate in at least one live-fire drill every twelve months 52 FR 44276 (November 18, 1997) (Effective January 1, 1988). Training with the MAFT allows ARFF personnel to train with their equipment and standard operating procedures. By training at home, ARFF personnel can train with mutual aid fire departments and learn together the procedures and techniques needed to save lives when an aircraft accident/incident occurs.

In finding that an airport has met the requirements of 14 CFR 139.319 (i)(3), the Federal Aviation Administration will accept the use of mobile training simulators for two years for Class I Index C, D and E airports. Class I airports that are index A and B, and for Class II, III

and IV airports, may continue to use the mobile trainer every year to meet the Part 139 requirements.

The Statement of Qualifications shall consist of a maximum of forty (40) one-sided pages exclusive of the City's Office of Equal Opportunity Schedules 1-4, additional submittal requirements and divider tabs. All required information shall be inclusive.

By issuing this Request for Qualifications, the City makes known its intent to contract and commence this Project at the earliest available opportunity. However, the City makes no commitment to proceed with the services based on a specific start date.

2. SCOPE OF SERVICES

2.1 General Scope

- A. The MAFT shall be designed and constructed to meet Federal Aviation Administration Advisory Circular 150/5220-17 – Design Standards for an Aircraft Rescue and Firefighting Training Facility. MAFT standard features shall include:
 - Fuselage fires
 - Left and right wing engine fires
 - Cargo fires
 - Galley fires
 - Left and right wheel fires
 - Flashover simulator
 - Battery compartment
 - Two (2) high and two (2) low sacrificial cut in panels for saws, piecing nozzle or forcible extraction
 - Overhead compartment fire
 - 1,300 square feet of fuel spill burn area
 - Tail engine fire
 - Flight deck fire
 - Exploding tire simulator
 - Smoke machine
 - 145 and ns1b. Rescue mannequins
 - Over wing entry and egress for firefighting and rescue operations
- B. The Fire Fighting training shall adhere to the FAA Advisory Circular 150/5210 – 17, Federal Aviation Regulation Part 139.319 and National Fire Protection Association ("NFPA") 1003 – Standard for Airport Fire Fighter Professional Qualifications.
- C. The MAFT fuel spill simulation area shall be at a minimum square footage of no less than 1,300 square feet (AC150/5220 – 17A CHG1).
- D. The MAFT shall be capable of using safe, controllable, environmentally acceptable propane fuel to provide a variety of realistic training scenarios, including a fully engulfed aircraft; a forcible entry situation or capable of simulating an Index C fuel spill area.

- E. MAFT must be brought on-site and certified fire instructors are to be included for the "live" fire training and safety briefings, to include NFPA 1403 certification.
- F. The MFAT shall incorporate an aircraft simulator fuselage to challenge the aircraft rescue fire fighters.
- G. Training is to be conducted on four consecutive days: one day for each shift and one day for make-up and/or tri-annual disaster drills.
- H. Scheduling shall be flexible to provide for day, night, weekdays and weekends to meet the needs of the Department.

The scope of the contract shall encompass the defined scope of services. This Request for Qualifications does not attempt to define all of the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the selected Consultant to be demonstrated in the areas of expertise necessary to the contract.

3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

3.1 Terms and Termination.

- A. The Department intends to recommend award of a contract to the Consultant that best satisfies the needs of the Department based on the requirements of this Request for Qualifications. The Department reserves the right to award more than one contract, using the criteria defined in this Request for Qualifications, if, in the Department's judgment, there is more than one qualified Consultant to fulfill the commitments.
- B. The term of the contract shall be for a one year period with one one-year option exercisable by the Director of Port Control.
- C. The City may terminate the contract at any time for cause upon failure to perform in a manner satisfactory to the City after the selected Consultant has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The City shall, in the sole exercise of its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.
- D. If at any time during review or audit of the selected Consultant and its CSB/MBE/FBE subcontractors the City determines that the selected Consultant and its CSB/MBE/FBE subcontractors are not functioning in good faith, the selected Consultant must submit a corrective action plan within sixty (60) calendar days of the written findings. The City will then review the corrective action plan and, if acceptable, will provide written approval of the plan. If the selected Consultant does not meet the provisions of the corrective action plan

and the City continues to find the selected Consultant and its CSB/MBE/FBE subcontractors not to be functioning in good faith or in non-compliance with the nondiscrimination provisions of this contract the City shall impose such sanctions as it may determine to be appropriate, including but not limited to (i) cancellation, termination or suspension of the contract or (ii) suspension from participation in future Department contracts.

- E. The City may terminate the contract for cause and without any prior notice should the selected Consultant fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.
- F. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract by the City shall not constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever; and selected Consultant shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- G. Failure of the selected Consultant to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the selected Consultant and grounds for termination of its contract.
- H. By submitting a Statement of Qualifications in response to this Request for Qualifications, a Consultant is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of any contract awarded as a result of this Request for Qualifications.
- I. The contract to be awarded under this Request for Qualifications shall be a fixed price contract subject to a contract ceiling dollar amount. Said amount includes all fees to be charged for the services plus all related costs and expenses of the selected Consultant in performing such services.
- J. Any member of the Consultant's team requiring access to a Security Identification Display Area or Air Operations Area as part of his/her assigned duties shall be subject to background checks, fingerprinting and other requirements as may be determined by Federal Aviation Administration or the Transportation Security Agency. Adherence to all federal/ state laws and regulations, and airport regulations and policy regarding access to certain airport areas is a requirement of these Contracts. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or contract termination.
- K. The selected Consultant or its subcontractor(s) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Selected Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts.

- L. The statement above must be included in all subcontractor and subcontractor agreements that the Consultant signs with a sub-contractor.
- M. The Department reserves the right to revise the scope of services prior to the execution of a contract to (i) reflect changes arising out of the Request for Qualifications process (ii) incorporate and City requirements adopted after the publication of this Request for Qualifications and (iii) incorporate any other changes it deems necessary.
- N. The scope of the contract shall encompass the defined scope of work. This Request for Qualifications does not attempt to define all of the contract needs nor detail them. Rather, the Request for Qualifications is flexible and allows for the credentials of the selected Consultant be demonstrated in the areas of expertise necessary to the contract.
- O. Failure by selected Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.

3.1 Terms and Termination.

- A. The Department intends to recommend award of a contract to the Consultant that best satisfies the needs of the Department based on the requirements of this Request for Qualifications. The Department reserves the right to award more than one contract, using the criteria defined in this Request for Qualifications, if, in the Department's judgment, there is more than one qualified Consultant to fulfill the commitments.
- B. The term of the contract shall be for a period of one year with one one-year option exercisable by the Director of Port Control.
- C. The City may terminate the contract at any time for cause upon failure to perform in a manner satisfactory to the City after the selected Consultant has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The City shall, in the sole exercise of its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.
- D. If at any time during review or audit of the selected Consultant and its CSB/MBE/FBE subcontractors the City determines that the selected Consultant and its CSB/MBE/FBE subcontractors are not functioning in good faith, the successful Consultant must submit a corrective action plan within sixty (60) calendar days of the written findings. The City will then review the corrective action plan and, if acceptable, will provide written approval of the plan. If the selected Consultant does not meet the provisions of the corrective action plan and the City continues to find the selected Consultant and its CSB/MBE/FBE subcontractors not to be functioning in good faith

or in non-compliance with the nondiscrimination provisions of this contract the City shall impose such sanctions as it may determine to be appropriate, including but not limited to (i) cancellation, termination or suspension of the contract or (ii) suspension from participation in future CLE contracts.

- E. The City may terminate the contract for cause and without any prior notice should the selected Consultant fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.
- F. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract by the City shall not constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever; and selected Consultant shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- G. Failure of the selected Consultant to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the successful Consultant and grounds for termination of its contract.
- H. By submitting a Statement of Qualifications in response to this Request for Qualifications, a Consultant is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of any contract awarded as a result of this Request for Qualifications.
- I. The contract to be awarded under this Request for Qualifications shall be a fixed price contract subject to a contract ceiling dollar amount. Said amount includes all fees to be charged for the services plus all related costs and expenses of the selected Consultant in performing such services.
- J. Any member of the Consultant team requiring access to a Security Identification Display Area or Air Operations Area as part of his/ her assigned duties shall be subject to background checks, fingerprinting and other requirements as may be determined by Federal Aviation Administration or the Transportation Security Agency. Adherence to all federal/state laws and regulations, and airport regulations and policies regarding access to certain airport areas is a requirement of these Contracts. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or Contract termination.
- K. Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The selected Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the selected Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.

- L. The statement above must be included in all subcontractor and subconsultant agreements that the prime contractor or prime consultant signs with a subcontractor or subconsultant.
- M. The Department reserves the right to revise the scope of services prior to the execution of a contract to (i) reflect changes arising out of the Request for Qualifications process (ii) incorporate and City requirements adopted after the publication of this Request for Qualifications and (iii) incorporate any other changes it deems necessary.
- N. The scope of the contract shall encompass the defined scope of work. This Request for Qualifications does not attempt to define all of the contract needs nor detail them. Rather, the Request for Qualifications is flexible and allows for the credentials of the Selected Consultant to be demonstrated in the areas of expertise necessary to the contract.

3.2 Subcontractors/Subconsultants.

Clearly indicate the specific tasks or areas of expertise that are subcontracted, and to what entities. Experience cited for proposed subcontractors/subconsultants shall demonstrate proficiency in the services proposed for this contract. If the selected Consultant has doubt as to whether an area or field of expertise may potentially be used on the Project, then it is strongly encouraged that a subcontractor/subconsultant with this specialty be provided with the list of subcontractors/subconsultants intended to be part of the selected Consultant's Project team. Adding subcontractors/subconsultants later into the Project will require the City of Cleveland's Board of Control approval and, depending on the specialty, may stop progress on the Project. Subcontractors/subconsultants not approved by the Board of Control will not be allowed to work on the Project in any aspect.

3.3 Insurance.

The selected Consultant, at its expense, shall at all times during the term of the contract resulting from this Request for Qualifications, maintain the following insurance coverage. The insurance company (ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The selected Consultant, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

- A. Selected Consultant, at its own expense, shall maintain with insurance underwriters reasonably satisfactory to the City, commercial general liability and, if necessary, commercial umbrella insurance, covering the selected Consultant and the City, as their interest may appear, against claims for bodily injury, personal injury, death and property damage occurring in, on or about BKL (including automobile, contractual, completed operations, independent contractor and product hazards). Such insurance shall have a limit of not less than Ten Million Dollars (\$10,000,000) each occurrence

combined single limit and in the aggregate as respects products and completed operations or any other increased amount as the City may reasonably require.

- B. Selected Consultant shall, at its own expense, maintain business automobile liability and, if necessary, commercial umbrella insurance with a limit of not less than Ten Million Dollars (\$10,000,000) each occurrence for operations (other than on-airport activities of the selected Consultant) covering the selected Consultant and the City, as their interest may appear, against claims for bodily injury, death and property damage or any other increased amount as the City may reasonably require.
- C. Selected Consultant shall, at its own expense, Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) each occurrence and subject to a deductible each occurrence of not more than Fifty Thousand Dollars (\$50,000.00) per occurrence and in the aggregate and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services. The policy shall include valuable papers coverage with limits of not less than One Hundred Thousand Dollars (\$100,000.00).
- D. Selected Consultant shall, at its own expense, procure its own workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio. Notwithstanding the foregoing selected Consultant shall increase the limit of employer's liability insurance to a limit of not less than One Million Dollars (\$1,000,000) each occurrence or any other increased amount as the City may reasonably require. Selected Consultant shall save City harmless from any and all liability from or under said act.
- E. Selected Consultant shall, at its own expense, maintain statutory unemployment insurance protection for all its employees.
- F. Maintain such other insurance policies as may be reasonably required by the City.

4. DELIVERABLES

4.1 Deliverables.

The City has established the following list which includes items that the selected Consultant will be required to provide as deliverables. The City reserves the right to modify the list of deliverables at any time before execution of a contract to add, delete, or otherwise amend any report or other deliverable, as it deems necessary, in its sole judgment, and in the best interest of the City.

- A. All work performed by the selected Consultant shall be under the direction of the Department's Project Manager.
- B. At all meetings between the Department and the selected Consultant held in connection with the Project, the selected Consultant shall take minutes of all topics discussed and depositions or conclusions reached. Within one (1) week, the selected Consultant shall prepare a formal set of meeting minutes and submit same to the Department's Project

Manager for approval. The selected Consultant will conduct progress meetings with the Department to brief representatives on the progress of the training and any problems or issues affecting the completion of the Project.

- C. All pertinent telephone conversations between the Department and the selected Consultant relative to instructions and/or authorizations must be confirmed in writing by the selected Consultant and submitted to the Project Manager for written approval.
- D. The selected Consultant is responsible for controlling costs and ensuring that all required training is completed within the approved time limit. No modification to the scope of training or extra training shall be considered by the Department unless conditions have been specifically documented as required by the terms of the contract. Additionally, this documentation shall be verified prior to the Department's authorization to the selected Consultant to perform additional training.
- E. The selected Consultant's staff shall be available with no more than two (2) business days' notice to attend meetings or make presentations at the request of the Department's Project Manager. The selected Consultant may be called upon to provide maps, drawings, audiovisual displays and similar material for such meetings.
- F. All other correspondence shall be turned over to the Department after completion of the Project. The selected Consultant shall provide to the Department progress reports, which describe the training performed, problems encountered, man hours expended by each member of the team and the total dollar expenditure on the Project by training element during the reporting period. Progress reports shall be delivered to the Department's Project Manager within one week of the reporting period and shall be attached to the invoices when submitted for payment.
- G. Briefings with the Director, executive staff and other Department staff as requested. The selected Consultant will also be expected to provide briefings to the Director or his designated representative regarding any issues which arise during the conduct of the training.
- H. Provide responses to questions or issues which may be raised by FAA representatives during Project reviews and audits.

5. GENERAL INFORMATION

5.1 Submission of Statement.

- A. Each Consultant shall provide all information requested by the City in this Request for Qualifications. Consultants must organize their packages to address each of the elements outlined and in the same order listed in Section 7 of this Request for Qualifications.
- B. Consultants are advised to carefully read and complete all information requested in the Request for Qualifications. If the Consultant's response to this Request for Qualifications does not comply with the conditions for submittal, it shall be

considered unacceptable by the City and may be rejected without further consideration.

- C. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all Statements should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-re-useable materials. Materials should be in a format permitting easy removal and recycling of paper. A Consultant should, to the extent possible, use products consisting of or containing recycled content in its Statement including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, and the like. Do not submit any or a greater number of samples, attachments or documents than specifically requested.

5.2 City's Rights and Requirements.

- A. Under the laws of the State of Ohio, all parts of a Statement, other than trade secret or proprietary information, may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Consultant should clearly mark each page, but only that page, of its Statement that contains that information. The City will notify the Consultant if such information in its Statement is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the Statement. Blanket marking of the entire Statement as "proprietary" or "trade secret" will not protect an entire Statement and is not acceptable.
- B. The Director, at his sole discretion, may require any Consultant to augment or supplement its Statement or to meet with the City's designated representatives for interview or presentation to further describe the Consultant's qualifications and capabilities. The requested information, interview, meeting or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
- C. The City reserves the right, at its sole discretion, to reject any Statement that is incomplete or unresponsive to the requests or requirements of this Request for Qualifications. The City reserves the right to reject any or all Statements and to waive and accept any informality or discrepancy in the Statement or the process as may be in the City's best interest.
- D. All Statements will remain in effect and be subject to selection by the City until the earlier of the execution of a final contract or one hundred eighty (180) calendar days after the deadline for Statement submission ("Statement Expiration Date"). Until the Statement Expiration Date, Consultant agrees that its Statement shall remain in effect, as submitted, and subject to selection by the City.

5.3 Supplemental Information.

The City may require Consultant to further supplement its written Statement to obtain additional information regarding the written Statement or to meet with the City's designated representatives to further describe Consultant's qualifications and abilities. The decision regarding which Consultant(s) will be asked to supplement a Statement or meet with City representatives is in the Director's sole discretion. Supplements will be utilized for clarification purposes only and the Consultant may not substitute material elements of its written Statement, nor may Consultant provide previously omitted material.

5.4 Area Small Business, Minority, and Female Business Enterprise ("CSB, MBE and FBE") Participation.

Prospective Consultants are advised that in order to enter into a contract with the City of Cleveland for providing the services outlined in this Request for Qualifications, the selected Consultant must be determined to be in compliance with policies and procedures of the City's Office of Equal Opportunity ("OEO"). Accordingly, prospective Consultants are required to complete the attached Office of Equal Opportunity Schedules 1 through 4 and submit those materials with its Statement. All schedules must be completed, signed and dated; or the submittal may be considered non-responsive. The completed schedules will be submitted to the City's Office of Equal Opportunity for evaluation. The Selected Consultant will be required to submit to the City's Office of Equal Opportunity a comprehensive work force evaluation and an affirmative action plan no later than sixty (60) days after entering into a contract with the City.

The City of Cleveland has established a Cleveland Area Small Business ("CSB") subcontracting goal of ten percent (10%) for this Project. Please complete Schedule 2 – Schedule of Subcontractor Participation and provide a detailed plan with your Statement indicating how CSBs will be utilized during the Project.

Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed Statement. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE. If OEO Schedule 2 is not included in the Statement documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.

All proposed subcontractors listed in your Statement must receive written Board of Control approval in advance. The subcontractors you propose in your sealed Statements will be considered the subcontractors that you will use in the contract if awarded to you. See Exhibit "A" regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City reserves the right to approve an award, but not approve a proposed subcontractor.

The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each Consultant's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

In addition, the City of Cleveland is firmly committed to assisting Minority Business Enterprises ("MBEs") and Female Business Enterprises ("FBEs") through its contracting activities, and the City intends to contract with Consultants that share that commitment. Consultants shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Please be aware that the participation of CSB/MBE/FBE firms listed in your Statement will be monitored by the City's Office of Equal Opportunity throughout the duration of the contract. The selected Consultant will be responsible for providing the City's Office of Equal Opportunity with any and all information necessary to facilitate this monitoring, including subcontractor agreements, invoices and cancelled checks. Selected Consultants performing on BKL projects have a dual reporting requirement. **Selected Consultant will be required to provide subcontractor agreements to the Emerging Business Enterprise Development Office. Additionally, selected Consultants and subcontractors (Non-CSB/MBE/FBE and CSB/MBE/FBE) will be required to enter all payments and invoice information associated with the contract into the PRISM monitoring system (canceled checks and invoices must be scanned and attached to the file).** If the selected Consultant fails to fulfill the CSB participation percentages set forth in this Request for Qualifications, the selected Consultant may be subject to any and all penalties listed in Section 187.20 of the Cleveland Codified Ordinances.

Note: The submission of the referenced forms is not required with the response to this Request for Qualifications. These forms will only be submitted by the Consultant selected to enter into contract negotiations, after the qualification evaluation process. The forms will be completed at the completion of the fee negotiation. However, the CSB/MBE/FBE firms and the anticipated percentages must be identified in the submittal.

It is the City's objective that the CSB/MBE/FBE performs a commercially useful function. A CSB/MBE/FBE is considered to perform a commercially useful function when it is independently responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In light of industry practices and other relevant considerations, the CSB/MBE/FBE must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the CSB/MBE/FBE program.

If you have any questions in regard to either the City's Office of Equal Opportunity's requirements and/or its other contracting goals, please contact the Office of Equal Opportunity at (216) 664-4152.

The selected Consultant is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976. During the term of the contract, the selected Consultant shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunities Clause, Section 187.22 of the Codified Ordinances.

5.5 Outreach Events.

All Consultants must affirm their commitment to supporting and/or participating in Department-sponsored outreach events aimed at attracting and educating small, minority, and female-owned companies on business opportunities with the Department. This may include a nominal fee up to Three Hundred Dollars (\$300.00) at the Director's discretion.

5.6 Equal Opportunity Clause.

The selected Consultant, as contractor, will be required to comply with all terms, conditions and requirements imposed on a "contractor" in the following Equal Opportunity Clause, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the selected Consultant may deal, as follows:

No contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this non-discrimination clause.

Within sixty (60) calendar days after entering into a contract, the selected Consultant, as contractor, shall file a written affirmative action program with the Office of Equal Opportunity containing standards and procedures and representations assuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection and advancement process.

5.7 Short-listing.

The City reserves the right to select a limited number (a "short-list") of Consultants to make an oral presentation of their qualifications, proposed services and capabilities. The City will notify the Consultants selected for oral presentations in writing.

5.8 Execution of Contract.

The selected Consultant shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

5.9 Familiarity with Request for Qualifications; Responsibility for Statement.

By submission of a statement, the Consultant acknowledges that it is aware of and understands all requirements, provisions and conditions in the Request for Qualifications and that its failure to become familiar with all the requirements, provisions, conditions and information either in this Request for Qualifications or disseminated either at a pre-qualification conference or by addendum issued prior to the Statement submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the selected Consultant will not relieve it from responsibility for all parts of its Statement and, if selected for a contract, its complete performance of the contract in compliance with its terms. Consultant acknowledges that the City has no responsibility for any conclusions or interpretations made by Consultant on the basis of information made available by the City and the City does not guarantee the accuracy of any information provided and Consultant expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate or incomplete information or information not otherwise conforming to represented or actual conditions.

5.10 Anticipated Statement Processing.

The City anticipates it will, but neither promises nor is obligated to, process Statements received in accordance with the following schedule:

Release of Request for Qualifications	March 9, 2015
Pre-qualification Conference	March 18, 2015
Deadline for Inquiries	March 25, 2015
Written Response to Inquiries	March 31, 2015
Deadline for Statements	April 8, 2015

5.11 Interpretation of Statement Document.

- A. If any prospective Consultant finds discrepancies or omissions in this Request for Qualifications or if there is doubt as to the intended meaning of any part of this Request for Qualifications, a written request for clarification or interpretation must be received by the Procurement Section of the Department of Port Control, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than Wednesday, March 25, 2015. Requests for clarification or interpretation may be submitted via e-mail to lrice@clevelandairport.com.
- B. **The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this Request for Qualifications or a Statement given in any manner except by written addendum.** The City will mail, e-mail or otherwise deliver one copy of each addendum issued to each individual or firm that requested and received a Request for Qualifications. Any addenda so issued are a part of and incorporated into this Request for Qualifications as if originally written herein.

6. QUALIFICATIONS FOR STATEMENTS

6.1 Minimum Qualifications.

Each Consultant, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a Statement. If Consultant is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Consultant must:

1. Provide evidence that it has a minimum of five (5) continuous years of experience in the last seven (7) years in providing a mobile aircraft firefighting trainer ("MAFT") and certified fire instructors for "live" fire training and safety briefings to include NFPA 1403 certification for similar size airports and public agencies.
2. Possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City, having jurisdiction over the operations of the selected Consultant at CLE or elsewhere.
3. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

7. STATEMENT CONTENT

The Statement submittal shall consist of the following documents in the sequence listed below. To facilitate quick reference, each section of the Statement should be offset with a tab. The Statement may be disqualified if the documents are not submitted in the sequence listed below.

- A. Cover Letter: The cover letter should identify the Consultant and state other general information that the Consultant desires to include regarding the Consultant's business organization. At a minimum the cover letter must include the name, form of business entity (e.g. corporation, partnership, joint venture, etc.), principal address, federal tax identification number, telephone number and facsimile number of the Consultant.
- B. Executive Summary: The executive summary should provide a clear and concise summary of Consultant's background, level of expertise, direct relevant experience and ability. The executive summary should make the Consultant's case as the best candidate to provide a mobile aircraft firefighting trainer and certified fire instructors for "live" fire training and safety briefings to include NFPA 1403 certification. Consultants should structure this section in a manner that allows it to serve as a stand-alone summary when separated from the other sections of the Statement.
- C. Qualifications/Experience: This section gives Consultants the opportunity to discuss their industry experience and what defines them as a leader in their industry. Consultants may submit as much information in this section as is needed to differentiate itself and its Statement from the other Consultants.

Please include, as a minimum, the following information: (i) clearly communicate how you meet or exceed the minimum qualifications; (ii) list relevant recent experience for each firm on the consultant team as it relates to providing a mobile aircraft firefighting trainer and certified fire instructors for "live" fire training and safety briefings to include NFPA 1403 certification; (iii) give the name, location and date of all similar contracts that have been terminated or canceled within the past three (3) years, prior to the expiration of their contractual term, and also list any judgments terminating or any pending lawsuits or unresolved disputes for the termination of such services provided by you within the past three (3) years; and (iv) give the names and addresses of at least three (3) references as to your professional capability. The references should include the name of the contact person, e-mail address and telephone number.

- D. Project Approach: Provide a statement discussing your understanding of the consulting opportunity at CLE, including those factors that are critical to making the opportunity a success. Consultants must provide a detailed discussion of how they will approach this opportunity to ensure that the City's goals and objectives will be realized. The Statement should also identify and discuss key issues impacting the services as defined in this Request for Qualifications and the Cleveland Airport System as well as discuss methods/models that would address key issues.
- E. Key Staff: Consultants should indicate the key staff proposed for this contract, setting forth the specific responsibilities and availability of each proposed key staff person. Provide for each proposed key staff person a one page resume detailing both general experience and specific experience related to the services as defined in this Request for Qualifications. Key staff is defined as productive staff having major Project responsibilities.
1. Personnel proposed shall have the desired qualifications and experience in his/her area of expertise. It is preferred key staff experience cited be within the past ten years.
 2. Individuals proposed and accepted by the Department as personnel for this contract are expected to remain dedicated to the contract.
 3. In the event any key staff person(s) becomes unavailable for continuation of the work assignment, the selected Consultant shall replace said individual(s) with personnel of equal ability and qualifications. However, any changes to designated key staff personnel require the prior written approval of the Department. If acceptable, changes shall be in effect without additional cost to the Department and without formal modification of the contract.
 4. The selected Consultant shall provide personnel at skill levels required for each type of services to be performed under the contract. Any employee whose service is deemed unsatisfactory for any reason by the Department shall be removed from the Project. Upon written notification from the Department, the selected Consultant shall promptly offer a replacement with equal ability and qualifications for the Department's approval. The selected Consultant shall be

responsible for any costs arising from the action of the Department relative to this requested action.

5. Any member of the selected Consultant's team requiring access to a Security Identification Display Area or Air Operations Area as part of his/her assigned duties shall be subject to background checks, fingerprinting and other requirements as may be determined by the Department, or the Federal Transportation Security Administration. Adherence to all federal, state, county and city laws and regulations and CLE regulations and policy regarding access to certain CLE areas is a requirement of this contract. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or contract termination.
- F. Management Approach: Provide an organization chart of the Consultant's firm showing all major component units; where the management of this contract will fall within the organization and what resources will be available to support this contract in both primary and secondary or back-up roles. A discussion of cost control related to the location of work and performing Project management responsibilities, including participating in meetings and completing work at CLE for this contract should also be included.
- G. CSB/MBE/FBE Participation: Consultants shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE goals or requirements. A list with the firm(s) location shall be included in the submittal along with an estimate of anticipated percentage of work to be subcontracted to CSB/MBE/FBE and Non CSB/MBE/FBE proposed subconsultants.
- H. Affidavit: Consultants shall submit with its Statement an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure this contract, and further agreeing that no such money or reward will be hereafter paid.
- I. Joint Ventures or Partnerships: If the Statement submitted is on behalf of a joint venture or partnership, an executed copy of the joint venture or partnership agreement must be submitted with the Statement and will become an attachment to the City's contract. The award of a contract to the joint venture or partnership may be indicated as a condition precedent for the commencement of either such agreement.
- J. Additional Submittal Requirements: Consultants shall complete, execute and return with its Statement the following documents, copies of which are attached to this Request for Qualifications: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Request for Taxpayer Identification Number and Certification; (iii) Affidavit and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2015.
- K. Environmental Sustainability: Describe how the proposed services/Project/solution incorporate environmental sustainability.

L. Supplemental Information

1. The City may require a Consultant to further supplement its written Statement to obtain additional information regarding its qualifications or to meet with the City's designated representatives to further describe the Consultant's qualifications and abilities.
2. The decision regarding which Consultant(s) will be asked to supplement their Statement or meet with City representatives is in the Director's sole discretion.
3. Supplements will be utilized for clarification purposes only and the Consultant may not substitute material elements of its written Statement nor may the Consultant provide previously omitted material. The requested information or meeting shall be respectively furnished or take place at the time and place specified by the City.

8. INQUIRIES

Interested parties may submit questions pertaining to the Request for Qualifications. Questions must be submitted, in writing, to the Procurement Section of the Department of Port Control, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than Wednesday, March 25, 2015. The Department will use its best efforts to provide all prospective Consultants that have received a Request for Qualifications package with a copy of its response. Questions may be submitted via e-mail to lrice@clevelandairport.com. Verbal responses given by representatives of the City at any time may not be relied upon by the Consultant in submitting its Statement or in the performance of its obligations under the Request for Qualifications.

9. DISQUALIFICATION OF CONSULTANT/ STATEMENT

The City does not intend by this Request for Qualifications to prohibit or discourage submission of a Statement that is based upon Consultant's trade experience relative to the scope of work, services or product(s) described in this Request for Qualifications or to proscribe the manner in which its services are to be performed or rendered. The City will not be obligated to accept, however, significant deviations from the work or services sought by this Request for Qualifications, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the Request for Qualifications, as determined solely by the City. The City reserves the right to reject any and all Statements or to waive and accept any deviation from this Request for Qualifications or in any step of the Statement submission or evaluation process so as to approve the award of the contract considered to be in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Consultant submit only one Statement including all alternatives to the Statement that the Consultant desires the City to consider, it will accept Statements from different business entities or combinations having one or more members in interest in common with another Consultant. The City may reject one or more Statements if it has reason to believe that Consultants have colluded to conceal the interest of one or more

parties in a Statement, and will not consider a future Statement from a participant in the collusion. In addition, the City will not accept a Statement from or approve a contract to any Consultant that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous contract with the City, or is currently in default under any contract with the City.

The City reserves the right to reject any or all Statements. Failure by a Consultant to respond thoroughly and completely to all information and document requests in this Request for Qualifications may result in rejection of its Statement. Further, the City reserves the right to independently investigate the financial status, qualifications, experience and performance history of a Consultant.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that deviates from the provisions contained in this Request for Qualifications, if agreed to by another Consultant.

10. EVALUATION OF STATEMENTS

The City department/division issuing this Request for Qualifications will evaluate each Statement submitted. The Department will present its recommendations to the City's Board of Control ("Board"). The Board may, but shall not be obligated to, entertain formal presentations. The City will only consider Statements that are received on or before the submission deadline, and which meet all the requirements of this Request for Qualifications. The City reserves the right to request a "best and final offer" from Consultants meeting the minimum requirements.

CLE shall apply an Evaluation Credit of two percent (2%) of the total points awarded for a Statement received from a Local Producer and two percent (2%) of the total points awarded for a Statement received from a Local Sustainable Business provided that the maximum total Evaluation Credit applied shall not exceed four percent (4%). The Evaluation Credit to be added is solely for the purpose of Statement comparison when evaluating competing Statements. The use of Evaluation Credits does not alter the Statement submitted by a Consultant or the contract executed based on the Statement. As used herein "Local Producer" and "Local Sustainable Business" are defined in City of Cleveland Ordinance No. 1660-A-09 (Refer to Exhibit "B" attached hereto).

The numerical rating following each factor set forth below indicates the importance of the requested information in the selection process. The resulting selection rating will not reflect on the professional abilities of the Consultant. Instead, the rating reflects the City's best attempt to quantify each Consultant's ability to provide the services set forth in the contract and to meet the specific conditions and criteria included in this Request for Qualifications.

1. Qualifications/Experience. (Rating up to 20 points)
2. Project Approach. (Rating up to 30 points)
3. Key Staff. (Rating up to 25 points)

4. Management Approach. (Rating up to 25 points)
5. CSB/MBE/FBE Participation: Consultants shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE goals. (Pass/Fail)

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | | | | |

or

Employer identification number
| | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ⁴
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

CHECK WHICHEVER IS APPLICABLE:

A. ☐ The undersigned or any controlling shareholder,* subsidiary, or parent corporation of the undersigned is **NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (if paragraph A. is checked, proceed to the signature line.)

B. ☐ The undersigned or any controlling shareholder,* subsidiary, or parent corporation **IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (if paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

C. ☐ The undersigned and all enterprises identified in paragraph B. are **TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND."** A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

Name of Contractor or Subcontractor

By: _____

Title: _____

* "Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

Note: Sections 181.23 and 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your proposal. IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.

STATE OF _____)
COUNTY OF _____) ss. AFFIDAVIT

_____ being first duly sworn deposes and says as follows:

Individual only: That he/she is an individual doing business under the name of _____
at _____, in the City of _____,
State of _____

Partnership only: That he/she is the duly authorized representative of a partnership doing business
under the name of _____
in the City of _____,
State of _____

Corporation only: That he/she is the duly authorized, qualified and acting _____
of _____
a corporation organized
and existing under the laws of the State of _____
and that said individual, said partnership or said corporation, is filing herewith a
bid to the City of Cleveland in conformity with the foregoing specifications;

Individual only: Affiant further says that the following is a complete and accurate list of the names
and addresses of all persons interested in said proposed contract: _____

Affiant further says that he/she is represented by the following attorney:

and is also represented by the following resident agents in the City of Cleveland:

Partnership only: Affiant further says that the following is a complete and accurate list of the names
and addresses of the members of said partnership:

Affiant further says that said partnership is represented by the following attorney:

and is also represented by the following resident agents in the City of Cleveland

Corporation only:

Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: _____ Directors: _____
Vice President: _____
Secretary: _____
Treasurer: _____
Attorneys: _____

Cleveland Manager /Agent: _____

The following officers are duly authorized to execute contracts on behalf of said corporation:

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against the City of Cleveland or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any break-down thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to _____

(name of individual, partnership or corporation)

Further Affiant said not.

(Sign Here) _____

Sworn to before me and subscribed in my presence this ____ day of _____ 199__.

Notary Public



Requested By: _____
(Department/Office)

**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2015
(ALL DEPARTMENTS/OFFICES)**

This statement, properly executed and containing all required information must be completed. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

Entity Name: _____

Entity's Mailing Address: _____

COMPLETE SECTION I, II, OR III BELOW, WHICHEVER IS APPROPRIATE, AND SECTION IV.

NOTE: For purposes of this Statement, the "Mayor" and "Mayor's Committee" means Frank G. Jackson and the Frank G. Jackson For A Better Cleveland Committee, respectively.

SECTION I. TO BE COMPLETED BY NON-PROFIT CORPORATIONS AND GOVERNMENTAL ENTITIES.

If you are recognized by the IRS as a non-profit corporation or are a governmental entity, mark the appropriate designation below and proceed to the indicated section(s).

_____ NON-PROFIT CORPORATION **GO TO SECTIONS III and IV.**

_____ GOVERNMENTAL ENTITY **GO TO SECTION IV.**

SECTION II. TO BE COMPLETED BY INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSHIPS, INCORPORATED PROFESSIONAL ASSOCIATIONS, UNINCORPORATED ASSOCIATIONS, ESTATES AND TRUSTS.

The above-named entity is a (Please mark appropriate designation):

_____ SOLE PROPRIETORSHIP

_____ TRUST

_____ INCORPORATED PROFESSIONAL
ASSOCIATION

_____ ESTATE

_____ UNINCORPORATED ASSOCIATION

_____ PARTNERSHIP

_____ LIMITED LIABILITY COMPANY

_____ JOINT VENTURE

For purposes of Section II, a "principal" means an individual, an owner, a partner, a shareholder, a member, an administrator, an executor or trustee connected with the above-named entity, or the spouse of any of them.

PLEASE READ PARAGRAPHS (A) and (B) and mark the appropriate paragraph. If paragraph (B) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2015 unless Council makes a direct award.

_____ (A) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).

_____ (B) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00.

SECTION III. TO BE COMPLETED BY NON- PROFIT AND FOR-PROFIT CORPORATIONS AND BUSINESS TRUSTS.

_____ NON-PROFIT CORPORATION _____ FOR-PROFIT CORPORATION
_____ BUSINESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)

For purposes of Section III, a "principal" means an individual or an entity owning more than 20% of the corporation or business trust or the spouse of any such individual.

PLEASE READ PARAGRAPHS (A) (B) (C) and (D) and mark the appropriate paragraph. If paragraph (C) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2015 unless Council makes a direct award. If paragraph (D) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.

- _____ (A) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2013 and December 31, 2014.
- _____ (B) NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- _____ (C) ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00 individual.
- _____ (D) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

GO TO SECTION IV.

SECTION IV. TO BE COMPLETED BY ALL ENTITIES.

I do hereby state that I have legal authority to complete this statement on behalf of the above-named entity and to the best of my knowledge and belief the answers herein are true and complete.

Print Name _____ Print Title _____
Signature _____ Date _____
Telephone No. _____
(Area Code) _____

STATE OF _____)
COUNTY OF _____) SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named _____, who acknowledged that (he/she) did sign the foregoing statement and that the same is (his/her) free act deed, personally and as duly authorized representative of _____, and the free act and deed of the entity on whose behalf (he/she) signed.

Notary Public _____
Date _____

FOR MAYOR'S OFFICE USE ONLY

_____ ELIGIBLE _____
_____ INELIGIBLE _____
DATE _____



Subcontractor Addition and Substitution

Policy and Procedure

Mayor Frank G. Jackson

EFFECTIVE DATE: November 1, 2011

Direct Questions to: Commissioner James E. Hardy (216) 664-2629

Sub-contractor Addition and Substitution Policy and Procedure

Purpose

The purpose of this Policy is to state the policies and practices which all City departments should follow to obtain the previous written Board of Control consent required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

Policy and Procedure

Each subcontractor proposed for a City contract, whether for a purchase, public improvement, or professional services, must be approved by the Board of Control (the "BOC") *prior* to the commencement of work and or services by the subcontractor. Subcontractor approval will be considered by the BOC upon recommendation of the department Director. A subcontractor identified as a certified Cleveland-Area Small Business ("CSB"), a Minority Business Enterprise ("MBE"), or a Female Business Enterprise ("FBE") (each generically also a "certified sub-contractor") proposed for a contract, whether as an additional or substitute subcontractor, must also be verified as such by the Office of Equal Opportunity ("OEO").

Note: The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

Except upon occurrence of an emergency requiring immediate use of a subcontractor to prevent an interruption of public service or endangerment of public health, safety or welfare as declared and determined solely by the Director, the prime contractor is responsible for submitting all required supporting documentation to the contracting department Director, through the designated Project Manager for the contract (the "Project Manager"), if any, no less than 3 (three) weeks in advance of the date the additional or substitute subcontractor is needed on the project, to allow time for internal and BOC approvals without delay or interruption of the project.

Note: The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

The contracting department Project Manager, if any, for a particular contract will serve, on behalf of the department Director, as the primary contact for the prime contractor. The contracting department Director is responsible for assessing the completeness and sufficiency of the supporting documentation received from the prime contractor and subcontractor, for timely processing of the documentation through the appropriate internal department review(s) and approval(s) and forwarding to the OEO, if required, for evaluation and approval prior to any placement on the Board of Control agenda and for submitting the appropriate Board of Control resolution for approval.

Substitution for a Certified Subcontractor. A contractor must provide the contracting department director, through the Project Manager, written justification for any proposed substitution for a certified sub-contractor.

When obtaining one or more substitutes for a certified subcontractor, a contractor shall make a good-faith effort to fulfill or exceed its original certified subcontractor utilization commitment or the contract goal(s) for the contract, whichever is greater. (Section 187.13 C.O.) The contractor shall document its good-faith effort by submitting complete, revised OEO Schedules 2 and 3 to the contracting department Director, through the Project Manager, with its request to the City for approval.

Note: The OEO shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

Federally Funded Projects. For projects funded directly or indirectly by the federal government where the contracting department is responsible for monitoring Disadvantaged Business Enterprise ("DBE") participation, the department's monitoring unit shall perform the role otherwise performed by OEO. The supporting documentation for the evaluation and approval of an additional or substitute DBE subcontractor must be forwarded to OEO for information purposes. The department Director shall also submit any necessary supporting documentation with its request for Board of Control approval.

Monitoring and Enforcement. The Project Manager shall, under direction of the department Director, verify that the contractor's subcontractor utilization complies with the Board of Control's subcontractor approval(s) by reviewing the contractor's documentation and by worksite visits. The presence on the Project worksite of any subcontractor not previously approved by the Board of Control shall be immediately reported to the department Director for action.

The Project Manager shall maintain copies of all verification records in the contracting department.

Penalties for Non-Compliance. The Project Manager will document and report any findings of non-compliance with this Policy by a contractor to the contracting

department Director. The department Director will then submit a copy of the findings, and a recommendation for action or no action, to the Director of Law. If non-compliance with Chapter 187 C.O. is found regarding a certified sub-contractor, the department Director must also submit a copy of the findings to the Director of the OEO for determination of sanction(s) or penalty (ies) under that chapter and/or under the contract terms.

Ordinance No.1660-A-09

(As a substitute for Ord. No. 1660-09)

**Mayor Jackson and
Council Member Cimperman**

AN ORDINANCE

To supplement the Codified Ordinances of Cleveland, Ohio, 1976, by enacting new Sections 187A.01 to 187A.06 and 187A.99, relating to the Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code.

WHEREAS, large purchasers of goods and materials such as the City of Cleveland can strengthen the regional economy by procuring a greater percentage of their purchases from local businesses; and

WHEREAS, purchasing local products will reduce the City of Cleveland's carbon footprint by reducing the distance that goods travel from factories and farms to the city, thereby decreasing the amount of harmful emissions; and

WHEREAS, the Greater Cleveland region has a vibrant manufacturing, industrial, and food production history and we are continuing to strengthen our local economy by supporting local producers; and

WHEREAS, purchasing local goods and materials will increase the City of Cleveland's self-reliance and resiliency, as well as acting as a model for local purchasing policies that support both local and regional business development and economic growth; and

WHEREAS, encouraging local businesses to follow sustainable practices will expedite their participation in high-growth sectors of the economy such as renewable energy, recycling, green building, zero waste and other sustainable businesses, which in turn will encourage more graduates to remain in the Greater Cleveland region and attract new talent to the region; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLEVELAND:

Section 1. That the Codified Ordinances of Cleveland, Ohio, 1976, are supplemented by enacting new Sections 187A.01 to 187A.06 and 187A.99, to read as follows:

Ordinance No.1660-A-09

(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
Council Member Cimperman

CHAPTER 187A LOCAL PRODUCER, LOCAL-FOOD PURCHASER, AND SUSTAINABLE BUSINESS PREFERENCE CODE

Section 187A.01 Definitions of Terms

As used in this Chapter, the following words, phrases, and terms shall be defined as set forth below:

(a) "Bidder" means a Person offering or proposing to contract with the City respectively in response to an invitation to bid or to a request for proposals.

(b) "Bid Discount" means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons when determining the lowest and best bid, or lowest responsible bid. The use of a Bid Discount for Bid Comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.

(c) "Business Enterprise" means a firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.

(d) "City" means the City of Cleveland, Ohio.

(e) "Commercially Useful Function" means when a Local Producer or Local-Food Purchaser:

(1) Assumes the actual and contractual responsibility for furnishing the supplies or materials;

(2) Is recognized as a provider of the contracted supplies and materials by the industry involved;

(3) Owns or leases a warehouse, yard, building or other facilities for stocking inventory or otherwise conducts business in a manner which is usual and customary in the industry and market for the supplies or materials; and

(4) Distributes, delivers, and services products primarily with its own staff and/or equipment.

(f) "Commissioner" means the Commissioner of Purchases and Supplies or the Commissioner's designee.

(g) "Contract" means a binding agreement executed on or after the effective date of this Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax

Ordinance No.1660-A-09

(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
Council Member Cimperman

Incentive in any form for or in connection with any work, project, or public purpose including, but not limited to, a contract for the:

- (1) Construction of any public improvement, including change orders or subsidiary agreements approved by the City during the performance of such Construction;
- (2) Purchase of personal property;
- (3) Purchase of any supplies, equipment or services; or
- (4) Lease of any personal property.

"Contract" shall include a binding agreement, funded or benefited by the City, between a party to a Contract and a third party, but shall exclude contracts with other public entities, except as provided in Section 187.09.

(h) "Contracting Department" includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the City enters into a particular Contract.

(i) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract and shall include a Person in privity of contract with a Contractor for implementation of a Contract.

(j) "Director" means the official authorized to enter into a Contract on behalf of a particular Contracting Department.

(k) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.

(l) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.

(m) "Local Food" means and includes food that is grown, extracted, produced, recycled or manufactured within the Local Contracting Market.

(n) "Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code", "Preference Code", "Code" or "Chapter" means all of the provisions of this Chapter 187A of the Codified Ordinances of Cleveland, Ohio, 1976.

Ordinance No.1660-A-09

(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
Council Member Cimperman

(o) "Local Producer" means a Person that:

(1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and

(2) A. grows food or fabricates goods, whether or not finished, from organic or raw materials;

B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;

C. supplies goods by performing a Commercially Useful Function; or

D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.

(p) "Local-Food Purchaser" means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.

(q) "Local Sustainable Business" means a Business Enterprise that:

(1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and

(2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.

(r) "OEO Director" means the Director of the Office of Equal Opportunity of the City.

(s) "Person" means and includes a natural person, a Business Enterprise or other entity, unless the context or usage requires otherwise.

Section 187A.02 Preference for Local Producers, Local-Food Purchasers, and Sustainable Businesses

(a) Application of Bid Discount - A Contracting Department shall apply a Bid Discount of two percent (2%) to a bid received from a Local Producer; two percent (2%) to a bid received from a Local Sustainable Business; and two percent (2%) to a bid received from a Local-Food Purchaser; provided that the maximum total Bid Discount applied under this division (a) shall not exceed four percent (4%). Bid

Ordinance No.1660-A-09

(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
Council Member Cimperman

Discounts applied under this division (a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied to a bid under this division (a) shall not exceed \$50,000.00, provided, however, that the maximum cumulative amount of all Bid Discounts applied to the bid under this division (a) and under Sections 187.03 and 187.05 shall not exceed \$75,000.00.

(b) Application of Evaluation Credit - A Contracting Department shall apply an Evaluation Credit of two percent (2%) of the total points awarded for a proposal received from a Local Producer, two percent (2%) of the total points awarded for a proposal received from a Local Sustainable Business, and two percent (2%) of the total points awarded for a proposal received from a Local-Food Purchaser; provided that the maximum total Evaluation Credit applied under this division (b) shall not exceed four percent (4%).

Section 187A.03 Duties of Director of Office of Equal Opportunity: Compliance Monitoring

(a) In addition to those duties specified in Section 123.08 and Section 187.02, the OEO Director, through the Office of Equal Opportunity employees as necessary, shall implement and enforce the provisions of this Code. The OEO Director's duties shall include, but not be limited to:

- (1) Reviewing all submittals and other information required or necessary under this Code to determine whether a particular Person qualifies for certification or approval as a Local Producer or a Local-Food Purchaser or a Local Sustainable Business and is in compliance with this Code;
- (2) Notifying an affected Contracting Department that the certificate or approval pertaining to a particular person is or is not currently effective with respect to the matters for which the same were issued;
- (3) Initiating and receiving complaints of non-compliance with this Code; and
- (4) Investigating complaints pertaining to non-compliance with this Code and recommending appropriate sanctions.

(b) The OEO Director shall monitor a Contractor's compliance with its bid representations of its qualification(s) as a Local Producer or Local-Food Purchaser or Local Sustainable Business during the performance of a Contract it was awarded because of applying a Bid Discount or Evaluation Credit under Section 187A.02. If the OEO Director determines that there is cause to believe that a Contractor failed to qualify as a Local Producer or Local-Food Purchaser or Local Sustainable Business as represented in its bid or proposal, the OEO Director shall notify the Contractor of the apparent breach of or default under the contract. The OEO Director may require a Contractor or Bidder to submit such reports, information and documentation as reasonably necessary to determine its status as a Local Producer or Local-Food Purchaser or Local Sustainable Business in the performance of its Contract.

Ordinance No.1660-A-09

(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
Council Member Cimperman

(c) The OEO Director shall maintain complete and accurate records of the use of Local Producer's or Local-Food Purchaser's or Local Sustainable Businesses' goods, materials, supplies, or services in performance of the Contracting Department's Contracts, including the dollar value of orders supplied by Local Producers or Local-Food Purchasers or Local Sustainable Businesses, the nature of the goods, materials, supplies, or services provided, and the name and address, and the qualifications of each Local Producer or Local-Food Purchaser or Local Sustainable Business as such.

Section 187A.04 Sanctions for Noncompliance

If the OEO Director determines that a Contractor is in breach or default with respect to any representation regarding its status as a Local Producer or Local-Food Purchaser or Local Sustainable Business when the Contractor would not have been the lowest bidder or recommended proposer for a Contract but for application of any Bid Discount(s) or Evaluation Credit(s) based upon that status, the OEO Director, in addition to other remedies available with respect to the foregoing or other defaults under any Contract in question, may recommend that the Contracting Department Director cancel the contract and declare a forfeiture of any performance bond.

Section 187A.05 Responsibilities of Commissioner and Contracting Departments

The Commissioner and each Contracting Department shall:

- (a) Endeavor to maximize the purchase of Local Producers, Local-Food Purchasers, and Local Sustainable Businesses goods, materials, supplies, or services in Contracts of \$10,000 or less; and
- (b) Develop lists of Local Producers, Local-Food Purchasers, and Local Sustainable Businesses for whose goods, materials, supplies, or services the City typically contracts.

Section 187A.06 Contracts with Other Governmental Entities as Contractors

Contracts or other agreements between the City and other political subdivisions, governmental, or quasi-governmental agencies, under which those entities receive money from or through the City for the purpose of contracting with Business Enterprises to perform projects in the City, shall encourage Business Enterprises to comply with the provisions of this Chapter in awarding, administering, and implementing the contracts.

Section 187A.99 Violations; Penalty

- (a) No Person shall willfully falsify, conceal or cover up by a trick, scheme, or device a material fact, or make any false, fictitious, or fraudulent statements or representations or make use of any false writing or document knowing the same to

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(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
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contain any false, fictitious, or fraudulent statement or entry in any matter administered under this Chapter.

(b) No Person shall fraudulently obtain, attempt to obtain, or aid another Person fraudulently obtaining or attempting to obtain a Local Producer's or Local-Food Purchaser's or Local Sustainable Business' Bid Discount or Evaluation Credit.

(c) Any Person who violates the provisions of this section is guilty of a misdemeanor of the first degree.

(d) In addition to other remedies available with respect to violations of divisions (a) and (b) of this section, the OEO Director may recommend to a Contracting Department Director, and a Contracting Department Director may:

(1) Recommend to the Director of Law that the City take such legal action, whether civil or criminal, as the Director of Law deems appropriate;

(2) Disqualify a Bidder, Contractor, or other Business Enterprise from eligibility as Contractor, subcontractor, or Local Producer or Local-Food Purchaser or Local Sustainable Business for providing goods, materials, supplies, or services to the City for a period not to exceed two (2) years; or

(3) Make a claim for payment of damages, including but not limited to any liquidated damages specified in the Contract.

Section 2. That Sections 187A.01 to 187A.06 and 187A.99 of the Codified Ordinances of Cleveland, Ohio, 1976, shall take effect and be in force sixty (60) days after passage of this ordinance.

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

JBM:RFH:nl
01-25-10

FOR: Mayor Jackson